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TITLE Agreement between the Administration of Marymount College and the Marymount College Chapter of the American Association of University Professors, September 1, 1986-August 31, 1989.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; Marymount Coll., Tarrytown, N.Y.

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ABSTRACT

The collective bargaining agreement between Marymount College Administration and the Marymount College chapter of the American Association of University Professors (AAUP) covering the period September 1, 1986-August 31, 1989 is presented. Items covered in the agreement include: unit recognition, nondiscrimination, grievance and arbitration procedures, no strike/lockout, dues checkoff, AAUP use of facilities and services, faculty personnel files, teacher salaries, fringe benefits, leaves of absence, academic calendar, faculty workload, financial exigency, alternatives to terminating faculty, shared load, reassignment, supplementary nonteaching duties, shared teaching with other institutions, transfer to a nonteaching position, teacher termination, rights of terminated tenured faculty. Appended are information on a faculty early retirement incentive plan and the text of statutes concerning: faculty appointment, promotion and tenure, removal or suspension of faculty members, departmental governance, and college governance. (SW)

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AGREEMENT

between the

ADMINISTRATION OF MARYMOUNT COLLEGE

TARRYTOWN, NEW YORK

and the

MARYMOUNT COLLEGE CHAPTER OF THE

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 1986 - August 31, 1989

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ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 "COLLEGE": Marymount College, a private and independent institution of higher education located within the State of New York.

1.2 "AAUP": The Marymount College Chapter of American Association of University Professors.

1.3 "ADMINISTRATION": The President, Vice President, Deans, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or by delegation of the President, the Vice Presidents, or the Deans.

1.4 "MEMBERS OF THE BARGAINING UNIT": The full-time faculty as set forth more fully in Sections 2.1 and 2.2 of this Agreement, hereinafter variously referred to as "members".

1.5 "BARGAINING UNIT": Unit of faculty as described in Sections 2.1 and 2.2 of this Agreement.

1.6 "ACADEMIC DEAN": The highest academic administrative officer (exclusive of the President) regardless of title.

1.7 DIGITAL REFERENCE: Whenever reference is made to a section with two digits, that reference shall include the subsections thereunder which contain three digits, (e.g., reference to Section 6.2 shall include material under 6.2 and under subsections 6.21 through 6.26).

1.8 GENDER AND NUMBER: The feminine shall include the masculine and the singular shall include the plural where the context so permits.

ARTICLE 2

RECOGNITION OF CHAPTER

2.1 Marymount College recognizes the AAUP as the exclusive representative of all full-time faculty members in the unit described below, for the purpose of collective bargaining with respect to terms and conditions of employment:

UNIT: INCLUDED: All full-time faculty employed by the College including department chairpersons.

EXCLUDED: Part-time faculty, librarians, deans, directors, administrators, guards, watchmen, and supervisors as defined in the Act.

2.2 Individuals in "retired" ranks who are teaching full-time and are covered in the unit described in Section 2.1, shall be included in the bargaining unit, but full-time faculty holding visiting ranks shall not be included.

ARTICLE 3

NON-DISCRIMINATION

Both parties agree, to the extent they have any responsibility or authority, that no applicant for employment for a position within the bargaining unit, or member of the bargaining unit, shall, with respect to any terms or conditions of employment, be unlawfully discriminated against by reason of race, creed, color, national origin, age, sex, marital status, or membership in or support of AAUP.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURES

4.1 Definition of Grievance. A grievance is one of the following:

(a) a dispute concerning the interpretation, application or alleged violation of this Agreement, except for disputes excluded from cognizance hereunder by any other provision of this Agreement.

(b) a claim that a faculty member is to be disciplined or discharged without adequate cause in conformity with Section A2 of the Statutes.

4.2 Informal Procedure for Complaints

Any member of the bargaining unit or the AAUP may present and discuss a complaint with the appropriate administrator, and any settlement, withdrawal or disposition satisfactory to the member or the AAUP of a complaint at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint.

4.3 Formal Grievance Procedure

(Before a claim under Article 4.1(b) is processed through Step 1 of the grievance procedure, an attempt shall be made to adjust it informally in a collegial fashion by a Committee of four appointed in equal numbers by the AAUP and the Administration. This Committee is to be appointed expeditiously and to function forthwith.)

4.3.1 Step 1. The grievant or the AAUP shall file a written grievance with the Academic Dean after the occurrence of the event which gave rise to the dispute. The written grievance shall be filed within forty-five (45) days of the occurrence of the event if the dispute is under Article 4.1(a) or within twenty-five (25) days if the dispute is under Article 4.1(b). However, if the occurrence of the event in either case is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence. The Administration shall forward copies of all grievance correspondence between the grievant and the College to the AAUP.

The Academic Dean (or her designee) shall hold separate or joint conferences after receipt of the grievance to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement. Such conferences are to be held within fourteen (14) days of receipt of a grievance under Article 4.1(a) or within seven (7) days of receipt of a grievance under Article 4.1(b).

If the dispute is not settled, the Academic Dean shall deliver to the grievant and the AAUP a signed statement of her position regarding the matter. This statement shall be delivered within seven (7) days after the final conference in the case of a grievance under Article 4.1(a) or within five (5) days after the final conference in the case of a grievance under Article 4.1(b).

4.3.2 Step 2. The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step 1 position above by filing a written notice of appeal with the President. Such notice of appeal shall be filed within twelve (12) days of receipt of the signed statement referred to in Step 1 above in the case of a grievance under Article 4.1(a) or within ten (10) days of receipt of the signed statement in the case of a grievance under Article 4.1(b).

The President (or her designee) shall hold separate or joint conferences after receipt of the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement. Such conferences are to be held within seven (7) days of receipt of the notice of appeal in the case of a grievance under Article 4.1(a) or within five (5) days of receipt of the notice of appeal in the case of a grievance under Article 4.1(b).

If the dispute remains unsettled, the President shall deliver to the grievant and the AAUP a signed statement of her position regarding the matter. This statement shall be delivered within seven (7) days after the final conference in the case of a grievance under Article 4.1(a) or within five (5) days after the final conference in the case of a grievance under Article 4.1(b).

4.3.3 With respect to contractual grievances filed by the Administration, the first step shall be with the applicable AAUP grievance officer and the second step shall be with the AAUP President. The same procedures and time limitations set forth above with respect to faculty member or AAUP grievances shall apply.

4.3.4 Step 3. If the grievance is not satisfactorily resolved at Step 2, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring the arbitration notifies the other party of its intention to seek arbitration. In the case of a grievance under Article 4.1(a), such notification must be given within forty (40) days after the Administration's Step 2 position shall have been received by the grievant and the AAUP. In the case of a grievance under Article 4.1(b), such notification must be given within twenty (20) days after the Administration's Step 2 position shall have been received by the grievant and the AAUP.

In the case of a grievance under Article 4.1(b), the grievant will remain teaching and on the payroll pending decision by the arbitrator unless continued retention in such teaching status results in a threat to health, safety or continuing order on the campus. Given this commitment, the arbitrator shall be selected by the parties within five (5) days under selection procedures to be established by the American Arbitration Association for this purpose, and shall render his/her award within sixty (60) days of appointment. Hearings shall be expedited to comply with the schedule.

4.3.5 Selection of Arbitrator. An arbitrator shall be selected for each arbitration pursuant to the rules of the American Arbitration Association, and the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of such Association.

4.3.6 The cost of the arbitrator and related expenses shall be borne equally by the parties.

4.4 Excluded Matters

Excluded from arbitration hereunder are any and all disputes removed from arbitration by other provisions of this contract.

4.5 Right to Initiate Arbitration and Settle Disputes. No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and Administration.

4.6 Time Limits. Time limits throughout this Article referring to "days" shall mean days exclusive of formal college holidays, periods when the college campus is closed, Saturdays and Sundays.

ARTICLE 5

NO STRIKE - NO LOCKOUT

5.1 The AAUP and its members acting in concert, agree that during the term of this Agreement, it shall not call, condone, authorize, instigate, or engage in any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement.

5.2 The College agrees that during the term of this Agreement it shall not lock out any or all of the employees covered by this Agreement.

ARTICLE 6

INFORMATION TO AAUP AND PARTICIPATION IN AAUP ACTIVITIES

6.1 During the term of this Agreement, the College shall make available to AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement, the processing of grievances or the negotiation of subsequent agreements.

6.2 Within thirty (30) days after receipt of a notice or appointment signed by a new member of the bargaining unit or a person who re-enters the unit, the College shall provide AAUP with the name, mailing address, department, rank, academic degrees, base salary, effective date and length of appointment of such new faculty member.

6.3 Within fifteen (15) days after receipt of notice that a full-time faculty member has terminated his appointment at the College for any reason whatsoever, including retirement, disability or death, the College shall provide AAUP with the name of such faculty member and the nature of the termination (e.g., resignation, disability, etc.).

6.4 The College shall forward to AAUP copies of all termination notices of full-time faculty members at the same time as such notices are sent to the faculty member.

6.5 The College shall notify AAUP of any changes in status or base salary of any faculty member within fifteen (15) days after such change is determined.

6.6 The parties agree that participation in AAUP activities may be considered professional in nature or as service to the College for faculty status purposes as determined by the Rank and Tenure committee.

6.7 The President of the AAUP shall have one course (3 credits) reduction per semester.

ARTICLE 7

CHECK-OFF OF AAUP DUES

7.1 The College shall deduct from the salaries of the bargaining unit periodic dues, initiation fees (if any), and regularly authorized assessments (if any) in the amounts certified by the Secretary of the AAUP.

7.2 The College shall check off from each monthly paycheck from September to and including August an amount equal to one-twelfth (1/12) of all monies due and shall remit the receipts to the Treasurer of the AAUP within three (3) weeks thereafter. Members may choose to have their annual dues deducted from one paycheck.

7.3 Signed check-off authorization forms shall be provided to the College by the AAUP. The forms may provide that such authorization shall be revocable only during certain periods.

ARTICLE 8

AAUP USE OF COLLEGE FACILITIES AND SERVICES

8.1 The AAUP shall be permitted the use of mutually agreed upon bulletin boards for the publication of notices pertaining to the conduct of AAUP affairs.

8.2 The AAUP shall be permitted to include its meeting times in the weekly campus calendar.

8.3 The AAUP shall be afforded the privilege of scheduling meetings on campus from time to time, provided that appropriate facilities are available. Requests for such space shall follow the regular College procedures.

8.4 The AAUP shall be afforded reasonable use of regular College campus mail and secretarial services.

8.5 The AAUP shall be afforded the privilege of contracting for College duplicating, audio-visual, photographic, food service, and such other services as may be contracted for by other campus organizations.

8.6 Any charges regularly assessed campus organizations for the use of any College services or facilities will be levied against the AAUP when it uses such services or facilities.

8.7 The College agrees to provide the AAUP with an office equipped with an inter-office telephone which shall be listed in the published campus telephone directory.

ARTICLE 9

FACULTY PERSONNEL FILES

9.1 The College shall maintain only two personnel files for each unit member (except as modified by 9.5):

(a) a file containing only pre-employment letters of recommendation, and other pre-employment materials which have been submitted in confidence; this file shall be kept confidential from the unit member; and

(b) an official personnel file.

Both files shall be maintained by the Academic Dean, who shall be responsible for preserving the confidentiality and proper use of the files.

9.2 The faculty member shall have the right to submit material for inclusion in his/her file.

9.3 All papers in the member's official personnel file shall carry the Academic Dean's official stamp and the dates received in the Academic Dean's office. Such papers shall be sequentially numbered. When the material placed in a member's file is related to Section A2.1 of the Statues, a copy shall be sent to the member within five (5) days of the placement of such material in the file.

9.4 The Academic Dean shall set aside five (5) days each semester for the inspection by faculty members of their official personnel files. These days shall be announced at the beginning of each semester. However, upon reasonable notice, a faculty member shall have the opportunity of examining his/her official personnel files outside of the designated days.

9.5 Faculty members shall have the right to respond in writing to any document in the official personnel file, and have such written response placed in the file.

9.6 A member shall have the right to request and receive copies of all materials in his/her personnel file at his/her own expense.

9.7 Nothing in this section shall limit the College in maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefit records, or personal notes and memoranda (which are not intended to be transmitted to anyone, including a successor nor used for any official purpose).

ARTICLE 10

SALARY

10.1 The 1985-86 base salaries of the members of the bargaining unit shall be increased as follows:

1986-87 6%

Salaries for the remaining two (2) contract years will be increased as appropriate per the amended side letter of 03/07/85.

10.2 The minimum salaries shall be as follows:

	9/1/86
Instructors	$19,805
Assistants	21,390
Associates	25,965
Professors	31,285

10.3 Any member of the unit promoted in rank shall receive the minimum for the rank to which the member has been promoted or the member's present salary plus the increment for the present rank, whichever is greater.

10.4 The basis for overload payment in Article 15 is as follows: (A faculty member may not receive payment under both 10.41 and 10.42 for the same work.)

10.41 Courses

All paid courses above 8 in an academic year shall be paid at adjunct rates.

10.42 Credits

All credits above 24 in an academic year (unless the excess was a result of a 13th credit each semester) shall be prorated per credit as in Article 10.41 above.

10.5 The basis for Independent Study/Tutorial payments in Article 15.3 is as follows:

A faculty member with fewer than 6 students shall be compensated at the rate of $42 per student credit hour.

10.6 Faculty who teach in the Fall or Spring Trimester of the Weekend Sessions shall receive premium pay for each course, unless the assignment is to make up for an underload in the preceding semester or semesters.

Amount - Premium in 1986-87 = $218

ARTICLE 11

FRINGE BENEFITS

11.1 The College shall contribute to the TIAA-CREF Pension Plan a percentage of the total base annual salary of all eligible bargaining unit members who belong to or choose to join the Plan and make the requisite contributions.

College Share	10%
Unit Member	3%

11.2 A Faculty Early Retirement Incentive Plan is annexed as Appendix A.

11.3 The College shall bear one hundred percent (100%) of the cost for all members of the unit who enroll in the Blue Cross/Blue Shield Wraparound Plan.

11.3.1 If, during the course of this contract period, the Bargaining Unit elects to participate in an alternate comprehensive health insurance package, the College shall pay an amount up to what it is contributing to the Blue Cross/Blue Shield Plan.

11.4 HMO options will also be offered. If an employee chooses an HMO option, the College shall pay an amount up to what it is contributing to the Blue Cross/Blue Shield Plan.

11.5 The College shall pay the full premium cost for TIAA Long Term Disability Insurance.

11.5.1 If, during the course of this contract period, the Bargaining Unit elects to participate in an alternate Long Term Disability Plan, the College shall pay an amount up to what it is contributing to the TIAA Long Term Disability Insurance Plan.

11.6 The College shall continue, where applicable, an additional rider in the above medical insurance benefit contract (i.e., Sections 11.3 - 11.4) to the effect that members for eight (8) or more continuous years of enrollment in the Plan(s) may, upon retirement, or upon leaving the service of the College for any other reason, elect to continue their membership in the insurance programs. Cost for the premiums in this case shall be borne one hundred percent (100%) by the member.

11.7 The College shall pay the full cost for TIAA individual life insurance on each bargaining unit member. The coverage shall be in the amount of the member's annual salary.

11.7.1 If, during the course of this contract period, the Bargaining Unit elects to participate in an alternate life insurance plan, the College shall pay an amount up to what it is contributing to the TIAA individual life insurance plan.

11.8 The College shall provide full remission of tuition to members as well as members' spouses and their eligible dependents for courses given by Marymount for credit. Such students need not be counted for purposes of determining minimum enrollment in a course. The College shall attempt to maintain reciprocal arrangements at other colleges for free attendance.

11.9 If a full-time bargaining unit member on continuing contract, with five (5) or more years of full-time service, retires or dies while under contract, his/her dependent children shall be granted the same tuition grant privileges as are now extended to dependent children of full-time faculty members covered by this Agreement.

11.10 The College shall continue in effect the reduced rates for meals at the Marymount cafeteria for faculty.

11.11 Each unit member annually shall be advised of his/her enrollment or non-enrollment in each of the College's health, disability, life and pension programs and each option thereunder. The AAUP annually will (by March 1) be advised of the salary and enrollment or non-enrollment in said programs and options thereunder of unit members.

11.12 Assistance for Graduate Study: After three (3) years of service, members who are pursuing courses leading to a doctoral degree in their respective fields may be granted a tuition reimbursement of up to fifty percent (50%) upon completion of the semester's work provided the faculty member agrees to teach at Marymount for the following year if a contract is offered. Written authorization for this assistance will be obtained from the President before the

course begins. Reimbursement will be made to the faculty member at the completion of the semester's work, upon submission of the receipted university statement accompanied by a copy of the grades received in the courses. In no event will reimbursement be granted for purposes of maintaining matriculation status after formal coursework has been completed.

11.13 Retraining: Members who are pursuing courses which will enable them to teach in their disciplines or in another area considered by the Academic Dean and the President to be in the best interests of the College, may be granted a tuition reimbursement. Those faculty members who receive tuition reimbursement in accordance with this article, agree to teach at Marymount if a contract is offered, as follows:

(a) Those who receive more than 50% of the total retraining costs shall be required to make a two-year commitment.

(b) Those who receive from 25% to 50% of the total retraining costs shall be required to make a one-year commitment.

(c) Those who receive less than 25% of the total retraining costs shall be exempt from the commitment.

Written authorization for this assistance shall be obtained from the President before the course or courses begin.

Reimbursement shall normally be made to the faculty member at the completion of the course(s), upon submission of the receipted university statement accompanied by a copy of the grade(s) received in the course(s).

In the case where graduate work is undertaken at the request of the College in order to offer a new program or substantially enhance an existing program, the faculty member may arrange for the College to pay the tuition in full at the time when the faculty member registers for the course(s) or to have the College billed directly. Written authorization for this assistance must be obtained from the President before the course(s) begin.

ARTICLE 12

LEAVES OF ABSENCE

12.1 Sabbaticals

12.1.1 Members of the bargaining unit under the age of 70 years shall be eligible for a sabbatical leave after each six years of full-time service on the College faculty. This provision shall remain applicable for such periods of time as are permissible under applicable law.

12.1.2 Sabbatical leaves shall be for one-half year (one semester) at full pay or one full year at one-half pay.

12.1.3 The College shall grant a sabbatical leave when the applicant presents evidence that such a leave will result in (a) scholarly enrichment and increased professional competence of the faculty member; (b) the faculty member's increased professional value to the College; (c) the enhancement of the College's reputation in the academic community. Applicants for sabbaticals shall submit their applications to the Rank and Tenure Committee and the Academic Dean simultaneously in accordance with established criteria and procedures. The Committee shall rank the applications in order of priority. Commencing effective in 1983-84, the number of sabbaticals to be enjoyed in any academic year (assuming a sufficient number of qualified applicants) shall be three one-half and four full-year sabbaticals.

12.1.4 In the event that the number of sabbaticals scheduled to be enjoyed in any year exceeds the limit in 12.1.3, the Rank and Tenure Committee shall recommend to the Academic Dean which member's sabbatical(s) should be deferred in order to comply with the limit. In making said recommendation, the Committee shall give preference to granting the sabbatical request to any member whose sabbatical has previously been deferred.

12.1.5 At the completion of the sabbatical leave, the faculty member shall submit a complete and accurate written report on the results that were achieved on a form provided by the Academic Dean's office. Copies of this report will be forwarded to the Departmental Chairperson and the Academic Dean within three (3) months after the faculty member again resumes his/her teaching assignments. A copy of this report will be placed in the faculty member's official personnel file.

The faculty member and the Academic Dean will, within the first semester after the member resumes his/her teaching assignments, schedule a mutually agreeable time and format for the faculty member to present the results of his/her sabbatical to colleagues on the faculty.

12.2 Sick Leave

12.2.1 A faculty member who is absent from classes due to illness (including pregnancy and maternity-related disability) and has served full-time at Marymount for six or more years shall continue to receive full salary for the duration of the illness up to six months. The faculty member may be required to present a medical certificate from his/her physician. The Administration may request the faculty member to submit to an examination by a physician of the Administration's choice.

12.2.2 A faculty member who is absent from classes due to illness (including pregnancy and maternity-related disability) and has served full-time at Marymount for less than six years shall receive up to a minimum of one month's paid sick leave per academic year, and additional paid sick leave, if any, at the President's discretion. The Administration may require that the faculty member present a medical certificate from his/her physician and/or submit to an examination by a physician of the Administration's choice.

12.2.3 The College shall employ adjuncts to cover absent faculty members' teaching responsibilities after the first two weeks.

12.2.4 Leaves of absence for illness for periods up to one year shall be credited for granting salary increments.

12.3 Special Leave

12.3.1 Special leaves for personal emergencies of up to fifteen (15) working days shall be granted with pay (including benefits) by the President where there is good reason therefor. The President may extend the paid leave beyond fifteen (15) working days at her discretion.

12.3.2 On the recommendation of a Department Chairperson and the Academic Dean, the President may grant to members leaves of absence for special purposes such as study, writing, research, the carrying out of a creative project, public service of reasonable duration, or the restoration of health. Such leaves shall be taken without pay. During such leave, benefits for life insurance and long term disability will be carried by the College for up to 24 months. The individual will be responsible for health insurance premiums but may elect to participate in the College's health insurance plan if desired. The duration of such leaves shall not exceed two (2) years, except upon explicit agreement in writing between the Department Chairperson, the Academic Dean, the President and the AAUP Executive Council that it is in the best interest of the College that the leave be extended. Such agreement shall be made annually after the second year. The Department Chairperson, the Academic Dean, and the President shall decide whether or not the person who has been on leave more than two (2) years must take refresher courses in his/her discipline. Such courses shall be taken for one semester at the expense of the person who has been on special leave.

12.3.3 Where a special leave is for one year or longer, it shall not be credited for purposes of salary increment or tenure, except that the increment or tenure credit may be granted at the discretion of the President upon certification by the Academic Dean that the leave is being taken for a project of academic, scholarly, or public importance that brings honor and recognition to the College.

ARTICLE 13

STATUTES

13.1 The Academic and Administrative Code (1974 ed.) is entirely superseded by the terms of this Agreement and the Statutes. The Statutes shall be deemed incorporated into this Agreement by reference and shall remain in full force and effect during the term hereof. In the event of any inconsistency between the provisions of the Statutes and of this Agreement, the latter shall prevail.

13.2 13.2.1 The College shall in no way modify (by amendment, unilateral action or inaction) the Statutes without the express agreement of the College and the AAUP.

13.2.2 The College acknowledges that Section A1.5 of the Statutes applies to the termination of faculty appointments for any reason whatsoever (including the closure, sale or merger of the College but excluding individual cases of dismissal for cause). Unless a faculty member receives timely notice of termination pursuant to Section A1.5 of the Statutes, said faculty member shall be deemed reappointed for the applicable year. Termination of such appointment prior to its expiration date shall entitle the faculty member to full pay and benefits through the term of the one year's appointment.

13.3 The following grievance procedure shall apply to disputes relating to interpretation, application or alleged violation of the Statutes.

Grievances

13.4 A "grievance" is an allegation by the AAUP or any member of the bargaining unit or an administrator that any action taken by a department or its members, the Rank and Tenure Committee, or any administrator (including the Board of Trustees), misinterprets, misapplies or violates any provision of the Statutes. The aggrieved party shall file a written grievance with the Academic Dean within thirty (30) days of the action complained of, setting forth the nature of the grievance and against whom it is directed. The Dean shall discuss the grievance with all relevant persons and shall make a good faith effort to amicably resolve the grievance.

13.5 If the Dean is unable to resolve the matter within ten (10) days of receiving the grievance, she shall so inform the aggrieved (and the AAUP) in writing. Within fourteen (14) days of receiving such notice from the Dean, the aggrieved shall submit his/her grievance to an ad hoc Faculty Grievance Committee ("FGC"). The Committee shall be composed of four (4) faculty members - two (2) appointed by the AAUP and two (2) by the Administration. None of the Committee members shall have previously participated in any of the matters which gave rise to the grievance.

13.6 The Committee shall conduct a full and impartial hearing on the grievance, and within twenty (20) days of receiving the grievance, shall report its findings and recommendations to the grievant and to the appropriate administrative officer or faculty body.

13.7 In the event that the grievant, the AAUP or other affected member of the faculty, or the Administration, does not concur in the final disposition of the grievance by those concerned, he/she may appeal the case to the Board of Trustees or its designated committee within thirty (30) days.

The Board of Trustees (or its committee) shall review the positions of the parties, particularly the recommendation of the ad hoc Faculty Grievance Committee, and formulate a preliminary response on the matter. If the Board (or its committee) cannot accept the recommendation of FGC, it shall return the matter to the FGC within a reasonable time for further study and consideration. The FGC shall reconsider the matter and attempt to accommodate its position to the position taken by the Board. The FGC shall present its final recommendation to the Board within thirty (30) days, and to the extent that it differs from the Board's preliminary position, summarize the rationale therefore.

The position of the appealing party, the Committee, and other parties in interest noted above, shall be presented in writing and the Board (or its committee) may hear oral argument if it should so choose.

The Board of Trustees (or its committee) shall give particular consideration to the final recommendation of the FGC. Within thirty (30) days after receipt of such final recommendation, it shall issue a written decision which shall include a summarization of the rationale therefore.

13.8 No disputes grievable under this procedure shall be subject to any other grievance procedure or to arbitration; it being understood, however, that claims concerning interpretation, application or alleged violation of paragraphs 13.2.1 and 13.2.2 of this article and of section A2 of the Statutes as provided for in Article 4 shall be subject to the grievance procedure and to arbitration pursuant to Article 4.

Disputes over whether a matter is arbitrable under this Section and, hence Article 4, or is a grievance under Section 13.4 of this Article shall be determined promptly by Arbitrator Maurice Benewitz whose decision shall be final and binding on this issue. Should the matter be held arbitrable, Arbitrator Benewitz shall then promptly act as arbitrator pursuant to Article 4 to determine the merits of the claim. If Arbitrator Benewitz cannot serve, his successor shall be chosen by the parties pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

13.9 Time Limits: Time limits throughout this Article referring to "days" shall mean days exclusive of formal college holidays, periods when the college campus is closed, Saturdays and Sundays and Summer Sessions and Intersessions.

ARTICLE 14

CAMPUS FACILITIES

14.1 Faculty members shall be issued parking stickers annually. There shall be no parking fees. Parking lots in reasonable proximity to campus offices shall be made available for use by the faculty. Assignment to parking spaces shall be based on seniority.

14.2 The College shall continue to provide the faculty with office space (including a telephone) in accord with past practice. Faculty telephone extensions shall be listed in a directory to be distributed to the faculty. Members of the faculty shall have reasonable access to their offices, consistent with good security practices.

14.3 The faculty shall be assigned no fewer than one full-time and two part-time secretaries. While regular classes are in session, the College shall not utilize the faculty secretaries for any other function except when the Academic Dean determines that a compelling need exists to do so. Contingent upon the continued availability of federal funds, the Administration will continue to provide (at no less than present levels) student aid assistants to supplement the faculty secretaries.

14.4 In the instances in which student assistants may be effectively used, the Administration and the Financial Aid Office shall make every reasonable effort to increase their number. The Administration shall apprise the departments of the availability of College Work-Study and Grant-in-Aid students.

14.5 Payment for full-time faculty shall begin on the 15th of September and shall occur on every 15th and 28th of every month thereafter for the duration of the appointment.

If it becomes necessary to make unforeseen large payroll deductions for a faculty member, where this necessity arises solely as a result of College actions, such deductions shall be made equally over the remaining paychecks to be issued under the current employment contract.

ARTICLE 15

ACADEMIC YEAR, CALENDAR AND WORKLOAD

15.1 The academic year for the Weeklong Session shall consist of two semesters, a Fall Semester and a Spring Semester, each of which shall consist of no more than 15 weeks (including examination periods). For the Weekend Session, the academic year shall consist of 3 trimesters, each of which shall not exceed 15 weeks. It is understood that this provision shall not be construed as a guarantee of employment.

The Academic Dean, with the advice of an ad-hoc sub-committee of the Educational Policies Committee, shall prepare the next year's calendar within the framework of the academic work year.

15.2 The following definitions shall apply to the provisions in this Article:

(a) The terms overload/underload shall refer to measures of courses and/or credits being taught by individual faculty members.

(b) The terms enrollment/under-enrollment shall refer to measures of the numbers of students per course section.

15.3 The normal course load per academic year shall be 24 credits, which shall include a maximum of 8 courses and a maximum of 6 preparations. Courses in the Biology, Chemistry, and Physical Sciences and Human Ecology Departments that have a combination of lectures and laboratories shall by covered by 15.3(c). Physical Education shall be covered by 15.3(d).

Independent study or a tutorial with fewer than 6 students shall not be considered the equivalent of a course but shall be compensated in accordance with 10.5 provided that the independent study or tutorial received prior written approval from the Academic Dean. Each Department shall establish a procedure acceptable to the Academic Dean for ensuring the quality of independent studies in that Department.

A faculty member may voluntarily agree to accept a greater course load (with AAUP concurrence) upon the showing of unusual circumstances which warrant such action.

(a) The credit system shall be multi-credit, with the three-credit course as normative.

(b) After discussion between the faculty member and the Department Chair, the assignment of credit hours to the course and contact hours to the faculty shall be made by the Department Chair in conjunction with the Academic

Dean. Past practice at Marymount College shall provide guidance.

In the event of a conflict, the Academic Dean shall consult with the Steering Committee of EPC, and make the controlling decision.

(c) A course in the Department of Biology, Chemistry and Physical Sciences or the Department of Human Ecology that has both a lecture and a laboratory component shall count as two preparations.

(d) The teaching load in the Physical Education Department shall be 32 contact hours per academic year.

(e) The thirteenth credit hour in a semester shall not be considered overload for compensation.

15.4 The procedures for scheduling and curriculum planning shall be as follows:

(a) By September 15 of each year the Academic Dean shall establish and publish to the faculty a maximum number of courses to be offered each semester in the Weeklong Session of the College. This figure shall be based on the projected number of Weeklong Session students and reflect the number of courses needed to produce an average class size of from 16 to 18 students.

(b) Twenty (20) working days after the first day of class in the Fall Term, the Departments shall file with the Academic Dean their proposed course schedules for the following Spring semester/ trimester for both sessions of the College.

(c) Twenty (20) working days after the first day of class in the Spring Term, the Departments shall submit to the Academic Dean proposed course schedules for the following Summer and Fall semester/trimester for both sessions of the College.

(d) During the Spring Academic Term, the Chairs will work with the Departments and the Academic Dean to prepare tentative plans for the next two academic years (four semesters/six trimesters) specifying the number of courses for each of those semesters/trimesters in the following categories: minimum needs for major programs and concentrations, general education courses, and electives. The Chairs will submit these plans to the Academic Dean twenty-five (25) working days before the last day of class in the Spring Term.

(e) Should a Department fail to submit curriculum plans and schedules by the deadlines listed above, a plan for the Department shall be developed by the Academic Dean in consultation with EPC Steering Committee.

(f) Each Department Chair shall make every effort to arrange schedules in conformity with 15.3. When the Department Chair is unable to do so, the Academic Dean shall make adjustments of underload and overload with the advice of the appropriate Department Chair(s) and the AAUP Executive Council. Such advice shall be rendered within four days of the Academic Dean's request.

(g) The Academic Dean shall review the two-year plans and course schedules submitted under 15.4(b), 15.4(c) and 15.4(d), and negotiate with the Department such changes as are needed to produce conformity with the figure established in 15.4(a). Minimal offerings for creditable majors and concentrations and general education courses shall receive priority. The remaining courses shall be assigned to Departments as electives on the basis of the prospects for enrollment.

(h) If the Academic Dean and a Department are unable to reach an agreement by the following dates, the matter shall be referred to EPC for resolution:

Spring Schedules: thirty (30) working days from the first day of class in the Fall Term.

Summer/Fall Schedules: thirty (30) working days from the first day of class in the Spring Term.

Two-Year Curriculum Plans: five (5) working days before the last day of class in the Spring Term.

(i) The EPC shall recommend a resolution within seven (7) days of the Department's or Academic Dean's request. Should the EPC fail to recommend a resolution in conformity with the figure established in 15.4(a), the Academic Dean's determination shall be controlling.

15.5 Where a faculty member is overloaded in any one semester, the faculty member is entitled to a reduction in equivalent course load (normally in the following semester) or additional compensation. The determination of whether overload compensation shall be a course reduction or overload pay shall be at the faculty member's option subject to the Academic Dean's approval after consultation with the Department Chair. Overload compensation shall be in accordance with 10.4.

Where a faculty member is underloaded in any one semester, the member must make up the underload within the next twelve months.

15.6 When a faculty member and/or Department has been underloaded for two consecutive semesters, the Academic Dean shall, during the second semester, meet with the faculty member and/or Department Chair and attempt to remedy the situation for future semesters. Proposed remedies that involve teaching in other Departments shall be discussed with the appropriate Department Chair(s).

When a faculty member and/or Department has been consistently underloaded over a period of four or more semesters, the faculty member and/or Department must, within 30 days of the beginning of the fourth semester, submit a plan acceptable to the Academic Dean which shall include retraining under Article 11.13. Such a plan must provide for the full utilization of the member and/or Department.

The Academic Dean, after consultation with the faculty member and/or Department Chair, will assign the consistently underloaded faculty member to other teaching and/or non-teaching duties as a method of temporary utilization. Assignment to teaching duties in another Department shall be discussed with the appropriate Department Chair(s).

15.7 The minimum enrollment for courses taught by full-time faculty shall be as follows:

(a) All courses must have a minimum enrollment of 10 students. Following registration, the Academic Dean shall notify all full-time faculty teaching courses of fewer than 10 students of probable cancellation of the course. Exemptions from cancellation must be signed by the Academic Dean and submitted to the Registrar by the faculty member within one week of notification of under-enrollment.

The Academic Dean shall normally grant exemptions for (a) any course which is explicitly required for a creditable major or for graduation from the College; or (b) any course where the Academic Dean has previously agreed in writing to do so, provided that the offering of the course(s) is in conformity with the Department's approved curriculum plan submitted under 15.4.

(b) All required or elective courses enrolling fewer than twenty students per year shall be offered only once each academic year.

(c) In introductory or 100-level courses, the enrollment must exceed the maximum set by the Academic Dean before another section may be opened (see Article 15.8).

15.8 The Academic Dean shall have the authority to set maximum enrollments for all courses.

15.9 In the hiring of adjuncts for the teaching of credit courses, the Academic Dean, after consultation with the appropriate Department Chairperson(s), shall follow the following guidelines:

There is no full-time faculty member qualified and available to teach the course and

(a) there is a minimum registration of 15 students; or

(b) in an introductory or 100-level course, enrollment exceeds the maximum set by the Academic Dean (see 15.8) so that a second section may be opened that is to be taught by an adjunct; or

(c) if the above guidelines are not met, the course is essential to the continuing registration and/or accreditation by the New York State Education Department or the appropriate professional accrediting association. The Academic Dean may make exceptions for clear and compelling reasons.

15.10 It is expected that the faculty-student ratio, full-time faculty-student load, shall be equitably distributed within departments and, to the extent possible, in conformity with the average class size in 15.4(a). Reallocation of the normal student load per faculty member may be made by the Academic Dean, in conjunction with the Department Chair, in a Department in which one faculty member is under-enrolled and another is not.

15.11 Faculty members shall maintain a minimum of five office hours per week on no fewer than three different days. Faculty members who teach in the Weekend Sessions shall maintain a minimum of four office hours per week, one of which shall be during the weekend. Such faculty members shall not be required to be on campus more than three days during the Monday through Friday period. All exceptions must be approved by the Academic Dean.

The schedule of office hours shall be posted in such a manner as to be easily observed by the students. Office hours shall be scheduled by the faculty member and notification given to the Department Chair and the Academic Dean.

15.12 Course Releases:

The purpose of granting course releases is to provide released time to faculty for activities which fulfill the following criteria:

(a) Activities which are essential or extremely important to the on-going operation of the College: or

(b) Activities which advance the academic priorities of the College and which are within the priorities set by the Mission Themes and the Planning Committee and affirmed by EPC: or

(c) Activities outside the scope of the ordinary (or contractually established) responsibilities of the faculty member's job : or

(d) Activities which consume time approximately equivalent to that involved in teaching one course.

During the period from September 1, 1986 - August 31, 1987, the following shall be in effect:

15.12.1 The following faculty shall receive a course release each semester: Department Chairs, the President of the AAUP, and the Chairperson of EPC. The Chairperson of the Rank and Tenure Committee shall receive one course release per year, normally to be taken in the Fall semester. Faculty who are serving as lower division advisors shall receive one course release per year.

The Academic Dean, after consultation with the appropriate Department Chairperson, may provide for additional course releases for work that is time-consuming and related to the College's academic program (such as advising, international students, grants work, retraining).

During the period from September 1, 1987 - August 31, 1989, the following shall be in effect:

15.12.1 There are two categories of course releases: mandatory and discretionary.

(a) <u>Mandatory course releases</u> - Department Chairs, President of AAUP, Chair of EPC, and Directors of the Mathematics Lab and the Writing Center shall receive one (1) course release per term. The three Mission Theme coordinators, lower division and special (pre-law, pre-med) advisors who advise at least 20 students, and Chairs of the following committees shall have one (1) course release per year: Chair of GEC, and Chair of Rank and Tenure.

(b) Discretionary course releases - May be granted to faculty members who, in accordance with 15.12, make a substantial contribution to the College that may include, for example, short term administrative, curriculum development, or research projects; research or writing projects; and projects sponsored by a college committee. Approval for discretionary course releases is given by the Academic Dean upon recommendation of the Council on Faculty Development.

15.12.2 No faculty member may be granted more than three (3) course releases within one (1) academic year. The number of course releases granted to faculty will not exceed seventy-five (75) in any academic year.

15.13 The College recognizes the value in faculty development of faculty teaching on other campuses or engaging in professional work related to their disciplines or fields of expertise. However, a faculty member's engagement in other work must not hinder the fulfillment of his/her duties to the College. A faculty member may, therefore, engage in other work only with the prior written consent of the Academic Dean. Should the Academic Dean fail to consent, he/she will provide the faculty member with the reasons therefore in writing.

In the event that the Academic Dean does not consent, the faculty member may appeal the Academic Dean's decision to the President. In considering the appeal, the President will consult with the appropriate Department Chairperson.

Permission must be obtained each semester. Failure to secure such permission shall be noted in the faculty member's personnel file.

ARTICLE 16

FINANCIAL EXIGENCY

16.1 The 1940 AAUP Statement

The College and the AAUP hereby adopt and incorporate the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors.

16.2 Declaration of Financial Exigency

Involuntary reassignment or reduction in force of full-time tenured faculty for reasons of financial exigency, shall occur only under the following circumstances:

A decision of the Board of Trustees after EPC review to reduce or to terminate a program or a faculty position or positions in a particular Department or Departments as a consequence of a finding by the Trustees, that the College suffers from a condition of "financial exigency" which cannot effectively be alleviated by less drastic means.

In the event that the Board of Trustees foresees a condition of financial exigency which cannot effectively be alleviated by less drastic means than a reduction involving one or more tenured faculty members, the following procedures shall apply:

(a) At least four months before any tenured faculty member is given notice of termination, the College shall provide the AAUP with a written notice that a state of financial exigency is imminent and specify the steps the College proposes to take to alleviate the exigency. A meeting shall be arranged at which the College shall explain the situation to the AAUP.

(b) If the AAUP disagrees concerning the existence of financial exigency or the steps to be taken to alleviate the condition, a special meeting of the Finance Committee of the Board of Trustees will be called at which the representatives of the AAUP may appear to present their objections.

16.3 Alternatives to Termination of Faculty

During the four (4) months commencing when the Trustees provide the AAUP with notice of financial exigency, efforts will be made under the following procedures to ensure the continuation of tenured faculty.

(a) The College shall achieve reductions first among part-time, visiting, and adjunct faculty, consistent with the retention of an educationally and economically viable academic program.

(b) If it is determined by the Board of Trustees that no reasonable alternative to full-time faculty reassignment or reduction in force is possible, the procedures below shall promptly be implemented and followed in order, as applicable.

(1) Shared load between disciplines and departments.

(2) Reassignment to another department, when practicable.

(3) Supplementation of teaching with non-teaching duties.

(4) Shared teaching with other institutions.

(5) Transfer to a non-teaching position, where one is available.

(6) Reduced load with proportionate reduction of compensation.

(7) Voluntary early retirement, consonant with the law.

16.4 Shared Load

Whenever possible, an affected full-time faculty member shall be given one of the following opportunities to complete a full teaching load:

(a) By teaching in his/her area of demonstrated competence in another unit (e.g., Weekend College) of the College for part of his/her load.

(b) If demonstrably qualified to teach in another discipline, by teaching in that discipline for part of his/her load.

16.5 Reassignment

Tenured faculty members have college-wide tenure. Prior to the termination of any tenured or non-tenured full-time faculty member, a good faith effort shall be made to place that faculty member in a Department or unit of the College provided that the faculty member can be assigned courses which he/she is demonstrably qualified to teach, and provided that the reassignment of the faculty member is acceptable to the receiving Department or unit. Reasons for non-acceptance shall be stated in writing.

16.6 If other efforts to reassign a faculty member fail and a termination notice is issued, then the following procedure shall be available to the affected faculty member:

(a) Within one (1) month after the notice of termination has been sent to the faculty member, the faculty member shall reply in writing to the President stating where he/she feels qualified to teach elsewhere within the College.

(b) Within seven (7) days after receipt of the faculty member's reply, the President shall transmit the request to the Academic Dean.

(c) Within two (2) weeks after receipt of the transmittal, the Academic Dean shall convene a meeting of the Chairperson of the Department or unit to which the reassignment is requested. The applicant's qualifications shall be reviewed by the Department or unit, and recommendations made to the Academic Dean in accordance with existing procedures.

16.7 Supplementary Non-Teaching Duties

Whenever possible, an affected full-time faculty member shall be offered suitable, useful, and available non-teaching duties to complete a full load. The determination of a workload equivalent of non-teaching duties shall be mutually arrived at by the College, the faculty member, and the AAUP. Such assignments shall take into account, among other things, the relative seniority of the affected faculty members and administrators or professional staff. Furthermore, in no case shall such non-teaching assignment carry a teaching load equivalent of more than one-half of the affected individual's workload.

16.8 Shared Teaching with Other Institutions

In cases where it is possible to ~~arrange shared~~ teaching duties between the College and another academic institution, the option shall be offered to the affected full-time faculty member. The salary and cost of fringe benefits shall be proportionately shared by each institution pursuant to the salary and fringe benefit structure at each institution. This option shall not be available whenever more than two courses per semester at the other institution are required to provide a full-teaching load. Such faculty shall retain tenure (if held). The service of non-tenured faculty on shared-load shall count toward the probationary period on a proportionate basis. In no event shall any action of the other academic institution be imputable to the College with respect to any alleged violations of the Statutes.

16.9 Transfer to a Non-Teaching Position

If it is not possible to retain a full-time faculty member in a teaching position, the College shall make a reasonable effort to place the faculty member in a non-teaching position within the College for which he/she is qualified. In determining whether a position is available, the relative seniority of the affected faculty member and administrator or professional staff member shall be taken into account together with other relevant factors. While in this position, the faculty member shall retain tenure (if held), but time in this position shall not count toward tenure.

16.10 Reduced Load

This affected full-time faculty member shall have the opportunity to accept a reduced load without loss of tenure or fringe benefits, but with a proportionate reduction of salary and College contributions to retirement.

Early Retirement

An affected faculty member shall be eligible for the College's Early Retirement Plan in accordance with the existing plan, and consonant with law.

16.11 Termination

If, after attempting each of the foregoing alternatives to terminating faculty, the Board determines that termination is necessary to alleviate the College's state of financial exigency, the following procedures shall apply:

(a) Reduction shall first take place among non-tenured faculty using the existing procedures for non-renewal, including notification dates.

(b) Reduction shall then take place from among tenured faculty members. The Department shall initiate recommendations based on criteria of seniority, but also giving due regard to the academic necessity of providing specialists in the relevant sub-disciplines.

(1) Primary consideration shall be given to the Department's responsibility to offer an appropriate range of courses and services despite reduction.

(2) When individuals fulfill the same disciplinary needs in a Department, seniority shall prevail. Seniority shall be based on the date of the initial appointment to full-time teaching with the College if subsequent service has been continuous (including authorized leaves of absence). Individuals whose service on faculty was interrupted by service as a full-time administrator (i.e., a non-bargaining unit position) shall count only faculty service for this purpose. Those who resign from the College and are reappointed later shall count seniority from the time of reappointment.

(c) Faculty members who are terminated must receive notice in accordance with A1.5 of the Statutes.

16.12 Rights of Terminated Tenured Faculty

(a) Terminated faculty who are tenured shall have recall rights for a period of five (5) years for an available position. Consistent with the specific requirements of the College, recall shall be in inverse order of termination. No new full-time faculty member shall thereafter be hired for a teaching position in the same area of competence so long as the terminated faculty member retains his/her recall rights. Such recalled faculty members shall have tenure and rank reinstated and shall have the time of termination counted in total years of service for purposes of seniority.

(b) If a tenured faculty member is terminated, the College and the AAUP shall negotiate severance pay and continuation of benefits for such faculty member. During these negotiations the parties will consider all surrounding facts and circumstances, including prior severance pay arrangements.

16.13 Neither the arbitration provisions of this Agreement nor any grievance procedure set forth in this Agreement shall apply to any claim that this Article has been violated, misinterpreted or misapplied, such issues being relegated to the judicial process.

ARTICLE 17

INTEREST SUCCESSION

In the event of a consolidation of Marymount College with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the term and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE 18

DUTY TO PROVIDE NOTICE AND BARGAIN

The College shall notify the AAUP at least three (3) months in advance of closing, sale or merger of the College or of a significant portion thereof. Following such notice, the College will bargain, upon request, concerning the effects of the closing, sale, or merger upon the faculty, which include but are not limited to effects such as severance pay and continued employment rights, if any. This Article shall not be subject to the grievance and arbitration provisions of this Agreement, but may be enforced by the AAUP judicially or in an appropriate administrative forum. The No-Strike provision of this Agreement shall remain in full force and effect under the circumstances set forth in this provision.

ARTICLE 19

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and the remainder of the Agreement shall continue to be binding on the parties hereto. In that event, the parties shall upon the request of either party commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, their dispute will be arbitrated pursuant to the arbritration provisions of this Agreement. This provision shall not be construed by the arbitrator to allow a violation of any provision of a federal wage and price law. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. And to the extent that it is lawful, any affected provisions involving salaries, monetary payments or pension benefits shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the College shall be entitled to credit against such retroactive payments for the value of any additional benefits provided under the substitute provision(s).

ARTICLE 20

PAST PRACTICES

All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement or by mutual consent. "Generally applicable" as used herein, means a practice which has been applied to a well-defined category of faculty members or to a reasonably broad group of faculty members from different Departments who share a community of interest. It is understood that the clause does not apply to the size and scheduling of classes; however, the procedure applicable to such matters shall be maintained. Nor does it apply to workload (see Article 15.3, .5, .7-9, and .11-13 of the Agreement) or to matters grievable under the special grievance procedure applicable to the Statutes.

ARTICLE 21

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the College shall not employ a member on terms less favorable to him/her than those stated herein without the consent of the affected individual and the AAUP.

ARTICLE 22

RATIFICATION

This Agreement is subject to ratification by the membership of the AAUP and the Board of Trustees of Marymount College.

ARTICLE 23

DISTRIBUTION OF AGREEMENT

The College will duplicate a sufficient number of copies of this Agreement to assure that each member of the bargaining unit will have a copy.

ARTICLE 24

DURATION OF AGREEMENT

This Agreement shall expire on August 31, 1989.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on October 20, 1986.

ADMINISTRATION OF MARYMOUNT COLLEGE

By Brigid Driscoll, RSHM

Brigid Driscoll, RSHM
President

By Phoebe S. deReynier

Phoebe S. deReynier, Vice-President for Finance

MARYMOUNT COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By

Joakim Isaacs, President AAUP

Robert J. Ferrari, Treasurer

APPENDIX A

FACULTY EARLY RETIREMENT INCENTIVE PLAN

MARYMOUNT COLLEGE
Tarrytown, New York

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DEFINITIONS

1-1 "College" shall mean Marymount College, Tarrytown, New York.

1-2 "Contract Year" shall mean the period of September 1st through August 31st of each year.

1-3 "Entry Date" shall mean the first day of September each year.

1-4 "Faculty Member" shall mean each full-time tenured faculty member of the College.

1-5 "Incentive Payment Period" shall mean the period of time between a Participant's Entry Date into the Plan and the earliest of his/her Plan termination date up to five (5) years after entry, death or attainment of age 70.

1-6 "Incentive Payments" shall mean the annual amount paid to a Plan Participant as determined in accordance with Section 6.

1-7 "Participant" shall mean any Faculty Member who irrevocably elects, in writing, to retire from the College and participates in the Plan betwen his/her Entry Date into the Plan and the earliest of his/her Plan termination date, death, or attainment of age 70.

1-8 "Plan" shall mean the Marymount College Faculty Early Retirement Incentive Plan as herein set forth and may be amended and supplemented from time to time.

1-9 "Plan Termination Date" shall mean the date on which the Participant is scheduled to receive the final Incentive Payment to which he/she is entitled pursuant to 6-1, 6-2, or 6-3.

1-10 "Salary" shall mean the highest base annual contract salary of the Faculty Member during the last Contract Year as a full-time faculty member. The base annual contract salary does not include overload, other extra pay for extra duties or employee benefits.

1-11 "Year of Service" shall mean each Contract Year of full-time service completed by the Faculty Member, including sabbatical leaves but normally excluding other leaves of absence (with or without pay). Special leaves of one year or more may be credited toward Years of Service for purposes of eligibility for early retirement at the discretion of the President and with concurrence of the Academic Dean, provided that written agreement to this effect is secured prior to commencement of the leave of absence. Special leaves taken prior to establishment of this Plan, which were credited for Years of Service under Article 12.3.3 will count for Years of Service under this Plan.

PURPOSE

2-1 This Plan constitutes an unfunded, deferred compensation plan designed primarily for the benefit of a select group of Faculty Members of Marymount College for the primary purpose of supplementing the retirement income payable to certain full-time, tenured Faculty Members.

EFFECTIVE DATE

3-1 The effective date of the Plan is September 1, 1986.

3-2 Participants with an entry date prior to September 1, 1986, shall continue to receive only the payments and benefits in effect on the date when his/her notice of intention to participate (pursuant to 4-6) was received by the Academic Dean.

ELIGIBILITY FOR PARTICIPATION

4-1 Each Faculty Member who has completed at least 10 Years of Service and attained at least age 55 but not age 70 on or after the Effective Date of the Plan shall be eligible to elect to participate in the Plan in accordance with 5-1.

4-2 A Faculty Member's participation in the Plan must result in a net cost savings to the College during the Incentive Payment Period.

4-3 Eligible Faculty Members may elect to participate in the Plan and the option to initiate the election rests solely with the Faculty Member. However, notwithstanding anything to the contrary contained in the Plan, the College has the absolute right to reject that election; the College's rejection shall be final and unreviewable, and shall not be subject to any of the grievance or arbitration provisions contained in the collective bargaining agreement.

4-4 The College, at its discretion, may waive the notice requirements of 3-1.

4-5 A Faculty Member's election to retire and receive Incentive Payments under the Plan shall be irrevocable and final within five (5) days of the Faculty Member's certified mail receipt of the College's written acceptance of the election pursuant to 4-3. Within those five (5) days, the Faculty Member is expected to sign and return one (1) copy of the written acceptance or revoke in writing his/her application to participate. Should the Faculty Member fail to respond in writing within the five (5) days, his/her election to the Plan shall be final.

4-6 Written notice of intention to participate in the Plan shall be sent to the Academic Dean on the appropriate application form and within the time requirements as set forth in 3-1. That notice shall include an election to retire effective on the next Entry Date and a commitment not to seek employment at the College in the future. The College will respond to the Faculty Member not more than sixty (60) days after receipt of the notice.

4-7 Notwithstanding anything to the contrary contained in this Plan, it is intended that no employee of the College shall become a Participant unless he/she is one of a select group of management or highly-compensated employees of the College.

ENTRY DATE

5-1 The Entry Date for a Faculty Member covered by 4-1 shall be any Entry Date after the Effective Date; however, the Faculty Member must give the College written notification of his/her election to retire and participate in the Plan at least ten (10) months prior to his/her Entry Date.

5-2 The College reserves the right to delay implementation of a given Faculty Member's Date of Entry into the Plan by one (1) year.

AMOUNT OF INCENTIVE PAYMENTS

6.1 If a Participant has not attained the age of 66 prior to his/her Entry Date, the Participant's Incentive Payments shall be as follows:

Year	Percentage of Salary
1st	50%
2nd	50
3rd	40
4th	40
5th	40

6-2 If a Participant has attained the age of 66 prior to his/her Entry Date, the Participant's Incentive Plan shall be as follows:

Age At Entry Date	Percentage of Salary in Year Number			
	1	2	3	4
66	40	30	30	30
67	30	30	30	
68	30	30		
69	30			

6-3 Each Participant may elect, with the approval of the Academic Dean, to teach a one-quarter normal load for a maximum of two (2) years. In such cases, Participants will be compensated at current adjunct rates.

FORM AND DURATION OF INCENTIVE PAYMENTS

7-1 Incentive Payments shall be paid out in 12 equal monthly installments on the last day of each month.

7-2 The first monthly installment of Incentive Payments payable to the Participants will be made at the end of the month of his/her Entry Date into the Plan.

7-3 Incentive Payments shall in any event discontinue upon a Participant's death or attainment of age 70. Except as provided in 9-1 and 9-2, no Participant or any other person shall have a right to any payments or other benefit under this Plan when the Participant either dies or reaches age 70.

HEALTH AND LIFE INSURANCE

8-1 Except as provided below, Participants will be provided with the same health insurance and life insurance as is provided to Faculty Members (ref: 11.3, 11.4, 11.7). The Participants' life insurance coverage shall be based on Salary pursuant to 1-10. These benefits shall be provided for the Incentive Payment Period.

8-2 If the Participant obtains health or life insurance coverage elsewhere, by employment or otherwise, that is equal or substantially equal to that provided by the College, the coverage under the College policy or policies will cease.

8-3 At age 65 or applicable age and under the provisions of the current laws, the Participant must apply for Medicare and the medical coverage hereunder will be reduced by the amount.

EDUCATIONAL BENEFITS AND PRIVILEGES

9-1 Each Participant shall be eligible for the College tuition remission benefits as are provided from time to time for active, retired and deceased Faculty Members.

9-2 Participants may also retain library and other privileges as are provided from time to time for retired Faculty Members. No secretarial support services will be provided.

9-3 Participants will not be covered by the collective bargaining agreement except as expressly provided herein.

ADMINISTRATION OF THE PLAN

10-1 The Plan shall be administered by the College in its sole discretion.

10-2 The Plan shall be administered as an unfunded, deferred compensation plan that is not intended to meet the qualification requirements of Section 401 of the Internal Revenue Code of 1954, and is intended to be exempt from all requirements of the Employee Retirement Income Security Act of 1974 (except Part 1 and 5 of Title I).

10-3 Payments under the Plan shall at all times be made solely from the general assets of the College. Title to, and beneficial ownership of, any assets that the College may earmark to pay benefits under this Plan shall at all times remain with the College, and nothing provided for herein shall cause such assets to be treated as anything other than general assets of the College. No Participant shall have any vested, secured, preferred, proprietary or other interest whatsoever in any accounts, funds or investments segregated by the College in connection with this Plan, and such accounts, funds or investments (if any), as the same may be constituted from time to time, shall at all times remain general assets of the College subject to the claims of its general creditors.

10-4 Nothing contained in this Plan, and no action taken pursuant to the provisions of this Plan, shall create (or be construed to create) a trust of any kind or nature, or any fiduciary relationship between the College and any Participant.

TERM

11-1 The term of the Plan shall be for three (3) years and it shall expire on August 31, 1989.

AMENDMENT

12-1 The Plan may be amended from time to time by mutual agreement of the College and the AAUP.

GOVERNING LAW

13-1 The Plan shall be governed by the laws of the State of New York.

Dated: New York
October 20, 1986

ADMINISTRATION OF
MARYMOUNT COLLEGE

By Brigid Driscoll, RSHM

Brigid Driscoll, R.S.H.M.
President

By Phoebe S. deReynier

Phoebe S. deReynier,
Vice-President for Finance

MARYMOUNT COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

By

Joakim Isaacs, President AAUP

By

Robert J. Ferrari, Treasurer

STATUTES

MARYMOUNT COLLEGE

TARRYTOWN, NEW YORK

September 1, 1986 - August 31, 1989

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MARYMOUNT COLLEGE
Tarrytown, New York 10591

STATUTES

PURPOSE

Any governance system at Marymount College involving faculty and student participation must operate within the framework of the Bylaws of the Board of Trustees of Marymount College and the Collective Bargaining Agreement between the College and the AAUP.

Section 2.4 of the Bylaws lists some of the specific authority of the Board of Trustees and Section 2.5 describes the Board's delegation of its authority to the President for implementing Board policies.

This final control vested in the Board results from the College Charter which provides such authority only to the Board of Trustees named in the Provisional Charter of 1919 and to their successors.

It follows from the above that the Board's authority in governance is not an issue to be negotiated nor can any arbitration be considered which will be binding on the Board of Trustees, or the President, who is delegated by the Board to carry out Board-enacted policies.

The Board may, through the President, delegate authority in various areas of the College's operation, but they cannot either delegate such authority irrevocably or consign to any other parties their final responsibilities under the law and the terms of the College Charter.

Within these above principles, the Board and the President are aware of the necessity for involving the faculty in genuine participation in decisions covering educational policy, the status of the faculty, and security of employment for tenured faculty. The College Administration recognizes the necessity of faculty participation in educational policies which the faculty will be largely responsible for implementing, and the necessity of participation by the faculty in policies or decisions on faculty status or faculty employment since such decisions may have an effect on faculty morale and on the ability of faculty to carry out their creative work of teaching and advising students. In recognition of these important concerns, the College is willing to provide in the documents which follow specific procedures for faculty participation with the proviso that the approval of the President and/or the Board of Trustees is required in all matters unless otherwise stated and the President and Board reserve the right of veto on all matters of the College.

A1. FACULTY STATUS: APPOINTMENTS, PROMOTION AND TENURE

A1.1 Academic Ranks

A1.11 All full-time appointments to the faculty at the College shall be to one of the following ranks:

(a) Instructor

(b) Assistant Professor

(c) Associate Professor

(d) Professor

(e) "Professor Emeritus"

(f) Visiting ranks :(Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor)

(g) Retired ranks: Instructor (Retired); Assistant Professor)Retired); Associate Professor (Retired); Professor (Retired).

A1.12 Notwithstanding anything to the contrary contained herein, it is expressly understood that visiting faculty shall not be included within the bargaining unit. However, their employment shall be under terms and conditions no less favorable than those applicable to the bargaining unit.

A1.13 Visiting, "Professor Emeritus", and retired ranks shall be defined as follows:

(a) Visiting Ranks. The full-time "visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave of absence from that institution or an individual who has otherwise distinguished himself in the public or private sector. The appointment period to full-time "Visiting" ranks shall be for one (1) year or less, with a limit of two (2) consecutive years of service. The appropriate department shall approve each such appointment prior to the time such appointment is made, and the AAUP shall be advised of each such appointment before such appointment is approved.

(b) Professor Emeritus. The title of "Professor Emeritus" is an honorary title. It may be awarded in recognition of an outstanding academic career and noteworthy contributions to the College to those who have retired and have attained the rank of professor at the College. The designation may be bestowed in accordance with the faculty status procedures described in these Statutes. This title will be conferred after the faculty member is fully retired.

(c) Retired Ranks. In the academic year following his/her retirement year, a full-time faculty member shall be designated by his/her most recently held academic rank followed by "Retired", or, subject to Article A1.13(b), he/she shall be awarded the title "Professor Emeritus". Such retired members shall continue to enjoy the use of a parking area, use of the library, use of the faculty dining facilities, and use of faculty lounges. They shall be entitled to participate in the general campus and College faculty meetings, with voice but without vote. In response to the needs of the College, a retired faculty member or "Professor Emeritus" may be called upon to serve additional full or part-time appointments. Such decision shall be reached pursuant to the procedure for renewal of faculty appointments set forth herein.

A1.14 Except for terminal appointments, all full-time appointments in the first four ranks in Article A1.11 are either probationary appointments credited toward tenure or continuous tenure appointments.

A1.2 New Appointments of Full-Time Faculty

A1.21 When a departmental vacancy occurs or when a new line has been recommended by the EPC, the department, in recommending applicants for the open position(s) shall:

(a) Review the departmental requirements for the position and write a description of such requirements including disciplinary background and prior experience.

(b) Review and comply with College policies and procedures as they pertain to affirmative action.

(c) Pursuant to College policies, arrange with the personnel office to advertise and solicit applications for the position.

(d) Serve as the screening committee for applications.The Academic Dean shall have access to all applications.

(e) Recommend several applicants for each vacancy, ranking them in order of priority and explaining the basis for said rankings.

A1.22 In reviewing the departmental recommendation, the Academic Dean shall consider:

(a) Departmental and College criteria for selection of faculty.

(b) Stated departmental and College needs.

(c) College policies and practices with respect to affirmative action.

A1.23 The Academic Dean shall normally concur with the recommendation of the department, except for substantial reasons which shall be stated in writing. If the Academic Dean and the department cannot agree upon a candidate to be recommended to the President, the process described in A1.21 shall be reinstated.

A1.24 Duties of Faculty Members

Faculty members are expected to:

(a) be aware of the goals and objectives of the College and their responsibilites in achieving them;

(b) be effective teachers and scholars. To this end, they develop and improve their performance as teachers and scholars;

(c) attend professional meetings on campus and avail themselves of opportunities to attend such meetings off campus;

(d) attend all appropriate campus events, including Commencement, and actively participate in committees to which they have accepted appointment or election;

(e) evaluate, and when appropriate, revise courses and introduce new programs;

(f) discharge their responsibilities for student advisement;

(g) meet all classes promptly and make up classes that are missed, except for illness;

(h) observe all procedures related to instruction and registration as may be properly enacted by the academic agencies and Chief Academic Officer of the College and impartially implement these procedures with respect to all students.

A1.25 In extraordinary circumstances, the President, after consultation with the AAUP Executive Committee and on the recommendation of the Academic Dean, may make temporary appointment to a department. Such circumstances would include, among others, the effort to develop an experimental program.

A1.3 Criteria for Faculty Ranks and Tenure

A1.31 Criteria for Faculty Ranks

(a) Appointment to the faculty of the College represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn.

(b) The faculty rank designations represent cumulative accomplishments and increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional breadth, and creativity, all of which will stand the test of peer judgment within the institution and of the relevant general academic and professional standards. In professional fields where the doctorate is not ordinarily conferred, degrees or equivalent academic titles or experience earned in approved institutions of higher learning, where the training received is properly related to the work of the department, may be accepted in lieu of doctoral requirements set forth in the following articles.

(1) Instructor. For appointment to the junior rank instructor, the candidate must present satisfactory evidence that work for a doctoral degree has been undertaken. The candidate must evidence ability to teach successfully, interest in productive scholarship or artistic achievement, and willingness to cooperate with others in the

achievement of the objectives of Marymount College. Service in the rank of instructor is normally limited to three (3) years. An extension of one (1) year only may be granted if recommended by the President. If, in the third year of teaching as an instructor, promotion is denied, employment will be terminated no later than the end of the fourth year (or not later than the end of the fifth year in the event that an extension has been granted as provided in the previous sentence).

(2) Assistant Professor. For promotion to or appointment to the junior rank of assistant professor, the candidate must meet the requirements for appointment as an instructor, and in addition must give on-going evidence of effective teaching, have had three (3) years of full-time college teaching experience with the Master's degree, or two (2) years with Ph.D.; have completed course work for the Ph.D. degree; have demonstrated potential for further professional growth and have evidenced interest in the life of the College. In the case of an applicant with the Ph.D., upon recommendation of the Academic Dean and the Chair of the applicant's department, this teaching requirement may be modified.

(3) Associate Professor. The associate professorship is a faculty rank at the senior level. For promotion to or appointment as associate professor, the candidate must possess the qualifications for an assistant professor, and in addition must evidence excellence in teaching, have had seven (7) years of full-time college teaching or three (3) years at Marymount at the rank of assistant professor, possess the Ph.D. degree, give evidence of professional growth and evidence of substantial interest in the life of the College.

(4) Professor. The rank of professor represents the highest recognition that can be bestowed upon a faculty member. For promotion or appointment as professor, the candidate must possess the qualifications of an associate professor and in addition must : (a) give evidence of a mature

realization of the professor's mastery of teaching; (b) have had at least four (4) years of service at the rank of associate professor to allow for the above; (c) possess the Ph.D. degree; (d) be performing at a professional level in his field; (e) evidence substantial influence on the life of the College; (f) have scholarly publications in his/her discipline.

A1.32 Criteria for Tenure

(a) Procedural

(1) Seven (7) consecutive years of full-time teaching at Marymount, or three (3) or more years of full-time teaching in the rank of instructor or assistant professor or higher in another accredited university or college and no more than four (4) years of full-time teaching at Marymount in the rank of assistant professor. Credit accumulated at another college shall be determined by the Academic Dean and the departmental chairperson and stipulated in the original contract.

(2) In the case of faculty hired by the Education Department, the Academic Dean, after consultation with the Chairperson, may grant, at the time of appointment, up to a maximum of two (2) years for teaching experience on the elementary or secondary level in public schools. This is to be stipulated in the initial contract.

(3) During the probationary period, the candidate for tenure shall be evaluated annually by his/her department.

(4) In the fifth year, the candidate will be reviewed by the Rank and Tenure Committee in accordance with established procedures in regard to tenure. Final review will occur in the sixth year, with notice on March 1st of the sixth year.

(b) Substantive

(1) Evidence of excellence in teaching and awareness of developments in the discipline as well as in general education as judged by chairperson, peers, and students.

(2) Professional growth and activity judged by such criteria as are applicable to one's particular field, e.g., membership in professional organizations, continuing education, the reading of papers, publications, research and creative activity in one's field. Opinion may be solicited from outside the College in evaluating professional growth and activities in professional organizations.

(3) Effective presence in the total life of the College, which may be judged by one's interaction with colleagues, department, and students, and by one's committee work.

(4) Appropriate academic degrees and, where applicable, other certifications.

(5) These criteria are intended to provide a composite of the candidate's professional growth. Failure to meet a single criterion should not automatically result in a negative vote.

c. The granting of tenure prior to the expiration of a full probationary period may follow the procedures as follows:

A continuous tenure appointment prior to the expiration of the full probationary period for tenure may be recommended and granted only through the normal faculty status processes described in Articles A1.4, A1.6, and A1.7.

A1.33 Explanation of Criteria for Promotion and Tenure

(a) Explanation of Criteria

(1) "Ongoing evidence of effective teaching", which can be determined by examination of student and peer evaluations and any other acceptable measuring instruments.

(2) "Professional Growth", in a particular field, e.g., membership in professional organizations, continuing education, the reading of papers, publication, research, and creative activity in one's field.

The candidate should be free to make a case for his/her own professional growth and may include anything which contributes to his/her specific objectives. He/she might list, for example, the reading of papers, tracts and proposals at professional meetings on and off campus, articles, performances, exhibits, exhibitions, books, the graduate thesis (if such extra work has been done on this to ready it for publication), extra employment of a special growth character, internships, apprenticeships, directorships, obtaining competitively funded grants, the conception of new ideas which transcend departmentalized knowledge, acquisition of knowledge and skills in addition to those presently held, the broadening of knowledge and creative growth in all traditional forms.

Mere membership in professional organizations and such activities as are required to keep abreast of one's field are not evidence of professional growth. The candidate, in making a case for his/her professional growth, should establish the quality and degree of the products and activities and substantiate their quality and degree with genuine expert testimony where this is appropriate.

(3) Influence on the total life of the College, which may be judged in interaction with one's colleagues and students and by extra-departmental work which improves working and learning conditions for all individuals on the campus and influences the educational direction of the College. The applicant might list, for example, service on committees, writing of grant proposals, organizing special events.

(b) It is recognized that each candidate shall be evaluated on the basis of the foregoing criteria within the context of the particular discipline or department and the College.

(c) Teaching competence shall take priority in the evaluation process.

(d) In unusual circumstances, renowned scholarly publications, nationally recognized artistic creation or nationally acknowledged professional achievements in one's field may be accepted as equivalent to the appropriate degree.

(e) In accordance with A1.72(j),a committee composed of the Chairs of Rank and Tenure of the past five (5) years shall develop by February 1, 1987, further definitions and clarifications for the Rank and Tenure Committee's use in evaluating promotions, tenure, and sabbaticals.

A1.4 Terms of Appointment

A1.41 Before acting upon the recommendation of the department concerning any appointment to a faculty position above the rank of instructor, the Academic Dean shall normally ask member(s) of the Rank and Tenure Committee to submit a recommendation to the Dean regarding rank. When it is not feasible to obtain a prior recommendation from the Rank and Tenure Committee, the Dean may proceed nonetheless to make the appointment, but shall so notify the AAUP.

A1.42 Every appointment to a faculty position within the bargaining unit shall be in writing, shall include the individual's salary, rank, and duration of appointment, and shall be subject to these Statutes and collective bargaining agreement.

(a) A copy of the appointment document will be supplied to the faculty member and a copy placed in his/her personnel file.

(b) Any subsequent extensions or modifications of such appointment (other than with respect to changes in the collective bargaining agreement as negotiated between the parties and to the Statutes) and any notices incumbant upon either party to provide, will be stated or confirmed in writing by document between the faculty member and the College, and a copy will be given to the faculty member and a copy placed in his/her personnel file.

A1.43 Tenure and Probationary Appointments

(a) The College and the AAUP hereby adopt and incorporate the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors.

(b) Tenure shall be defined as that status wherein a member of the bargaining unit, or any other individual in his/her capacity as a faculty member, shall be retained in his/her faculty capacity until he/she reaches the official age of retirement unless he/she resigns, is dismissed for "adequate cause", or is terminated because of a reduction in force.

(c) The award or denial of tenure shall be made pursuant to the review, judgment and recommendation processes as set forth herein, and to the final action of the Board of Trustees. The Board of Trustees normally shall base its tenure decision on the recommendation of the Rank and Tenure Committee and the President. However, the Board has the responsibility to take into account the curricular needs of the department and the College (including the EPC's recommendations in that regard) and the financial implications of the decision for the College.

(d) Only members of the teaching faculty are eligible for tenure. Years of full-time service in an administrative position shall not accrue toward tenure; however, prior years accrued toward tenure as a full-time member of the teaching faculty shall be counted. Should a tenured faculty member serve for more than five (5) years consecutively in a full-time administrative position, he/she shall lose tenure, except upon explicit agreement in writing between the department chairperson, the Academic Dean, the President, and the AAUP Executive Committee that the faculty member remain in administration without losing faculty tenure. The President shall notify the administrator of the approval of his/her request after all other parties have agreed to the request in writing. Such agreement shall be made annually after the completion of the fifth year of administrative leave. The department chairperson, the Academic Dean, and the President may require that an administrator who returns to teaching after five (5) or more years exclusively in administration shall take refresher courses in his/her discipline for one semester at his/her expense.

A1.44 (a) Probationary appointments are defined as annual appointments made to those members who have not yet been awarded tenure. They shall be for one (1) year, subject to annual review and renewal pursuant to the procedures described elsewhere in these Statutes.

(b) A member who completes a probationary period of six (6) years of continuous full-time contractual service including service at another institution credited in the member's initial contract, and who does not receive a terminal contract for the seventh year on or before May 31 of the sixth year, shall have tenure effective with the first day of contractual service of the next academic year semester following the completion of such probationary period.

(c) If a member is reappointed by the College after having been terminated or having resigned, his/her service prior to such termination or resignation shall count as part of the probationary period as if it were service at another institution.

(d) Scholarly leave of absence from the College for one (1) year or less, shall count as part of the probationary period as if it were service at another regionally accredited institution of higher learning. Any other leave of absence of one (1) year or more shall not count as part of the probationary period. All full semesters which accrued during the probationary period prior to such leave shall continue to be counted as part of the probationary period when the member returns from such leave.

(e) The chairperson, as delegate of the department, shall confer in the spring of each year with each faculty member on a probationary appointment in his/her department for the purpose of discussing with the member the evaluations made of him/her by the department and by the department chairperson, including any aspects of his/her peformance which, according to these evaluations, have fallen short of departmental or College expectations or standards. The substance of the discussion shall be put in writing and initialed by the department chairperson and the faculty member and then placed in the member's personnel file.

When a new faculty member is appointed who has held the same or higher rank at another institution of higher learning as he/she is to hold at the College, the appointment document shall indicate whether he/she is to be credited with any years in rank, and, if so, with how many.

(f) The Academic Dean shall have access to all Teacher-Course evaluations.

A1.45 Renewal of Untenured Members of the Bargaining Unit

(a) Decisions whether to renew untenured members of the bargaining unit shall continue to be made by the Academic Dean, taking into account the recommendations of the department involved and the recommendation (if any) of the EPC regarding College curricular needs.

(b) A member whose probationary appointment is not to be renewed shall be so notified in accordance with the notification provisions of A1.5 below.

A1.46 (a) A replacement appointment is an appointment of one year or less to cover a sabbatical or other leave of absence. A member on a replacement appointment is aware that it will expire at the end of the period for which it is given, and (notwithstanding 13.2.2 of the Agreement) the College is not required to provide further notice of non-reappointment pursuant to A1.5. If, however, the appointment is renewed to cover a leave under 12.3.2, notice of such reappointment shall be given by May 1.

(b) A replacement appointment may not be renewed consecutively for a period that exceeds two (2) years. If a member receives a probationary appointment after having a replacement appointment, it shall count as part of the probationary period.

(c) All other provisions of the Contract shall apply to appointments made under this article.

A1.5 Notice of Non-Reappointment of Faculty

In every case of non-reappointment, notice of non-reappointment shall be given in writing. The schedule of notice in such cases shall be as follows:

First Year	March 10 (or, if the appointment expires during the year, three months in advance of its expiration).
Second Year	December 15 (or, if the appointment expires during the year, six months in advance of its expiration).
Third Year or more	May 31 (or, if the appointment expires during the year, twelve (12) months in advance of its expiration).

A1.6 Promotion, Tenure, and Sabbatical Leaves for Full-Time Faculty

A1.61 No later than April 15 of the previous year, the Academic Dean shall forward to the chairperson the names of members of departments who must be reviewed for tenure (preliminary and final) and for promotion to the rank of Assistant Professor. The chairperson shall notify the applicants by May 1st of the need to be reviewed in the following Fall. The applicants shall obtain the appropriate forms from the Academic Dean's Office.

Applicants for promotion to Associate or Full Professor or for sabbaticals shall inform the chairperson of their intention to apply for promotion or a sabbatical before May 1st. The chairperson shall forward this information to the Academic Dean's Office. The applicants shall obtain the appropriate forms from the Academic Dean's Office. The forms shall indicate that all materials submitted by the applicant are non-returnable. See A1.72(1).

A1.62 In each case to be reviewed for promotion or tenure, the departmental chairperson shall provide the Academic Dean's Office with the department's recommendation, as well as his/her own independent, confidential recommendation. With regard to the departmental recommendation, the chairperson shall give the exact vote in each case, while assuring the anonymity of the individual votes, and shall also give the expressed reasons, if any, for positive and negative votes.

The chairperson's recommendation must include:

(a) A statement of the number of years of prior service credited towards the probationary period of tenure.

(b) The number of years in rank in service at another institution or at the College.

(c) A summary of student evaluations to be made by the chairperson, with a copy of this summary forwarded to the applicant by October 1.

(d) A copy of the applicant's most recent peer evaluation(s).

This material should be addressed to the Rank and Tenure Committee, care of the Academic Dean who shall have access to its content. The envelope should be signed by the Chairperson and submitted in a sealed envelope indicating that the contents are

(1) Chairperson's recommendations,
(2) Departmental vote and recommendation, and
(3) The chairperson's summary of the student evaluations.

(e) In case of sabbaticals, the departmental chairperson shall forward a letter of recommendation to be attached to the applicant's proposal. In the case of a chair, a letter from a senior faculty member within the department (if possible).

A1.63 Applications for sabbatical leaves shall be in the form prescribed by the Academic Dean's Office and must state precisely which of the following purposes is to be served by the leave:

(a) Study and research except for completion of the doctorate;

(b) Creative work in literature or the arts;

(c) Educational travel.

Such application shall also state the applicant will continue to serve for at least one year after expiration of the term of the leave unless this provision is expressly waived by the President of the College.

A1.64 The faculty member applying for promotion or tenure or a sabbatical has the responsibility to see that all the pertinent information is submitted to the Academic Dean's Office by October 10. The applicant has the responsibility to submit:

(a) The appropriate application form(s).

(b) The faculty member's own statement, which must include:

(1) A statement concerning the faculty member's service to the department and the College.

(2) A summary, including pertinent documentation, of the professional growth and contributions of the faculty member.

A1.65 The Academic Dean's Office will forward the above documents to the Chairperson of the Rank and Tenure Committee no later than October 15.

A1.66 The AAUP and the Administration concur that the evaluation process shall be a peer review process.

A1.7 Rank and Tenure Committee

A1.71 Composition

During the period from September 1, 1986 - August 31, 1987, the following shall be in effect:

The Rank and Tenure Committee shall be composed of four (4) tenured faculty and two (2) other faculty members who are either tenured or probationary faculty members without regard to rank.

During the period from September 1, 1987 - August 31, 1989, the following shall be in effect:

The Rank and Tenure Committee shall be composed of four (4) tenured faculty and two (2) other faculty members who are either tenured or probationary faculty members without regard to rank. Two tenured faculty members will be elected to serve as alternates as needed under A1.72(c).

A1.72 Responsibilities and Operations of the Rank and Tenure Committee

(a) The Rank and Tenure Committee shall:

(1) Review appropriate materials which have been collected and transmitted by the Academic Dean's Office, and make recommendations regarding matters of promotion, tenure, emeritus status, and sabbatical leaves of the bargaining unit within the College.

(2) Be responsible for such other matters as may be assigned to it in these Statutes.

(b) In each particular case, the Rank and Tenure Committee may:

(1) Return the matter to the department with a request for additional information or for reconsideration; or,

(2) Make an independent judgment.

(c) During the period from September 1, 1986,- August 31, 1987, the following shall be in effect:

While members of the Rank and Tenure Committee may participate in the deliberations involving members of their own department, they may not vote in this case. A faculty member must absent himself/herself when his/her own case is being considered.

During the period from September 1, 1987- August 31, 1989, the following shall be in effect:

While members of the Rank and Tenure Committee may participate in the deliberations involving members of their own department, they may not vote in this case. A faculty member will be replaced by an alternate for the entire semester when his/her own case is being reviewed.

(d) The recommendations of the Rank and Tenure Committee shall be in writing and shall include a summarization of the rationale therefor. The summarization shall be signed by all members present and voting.

(e) The Rank and Tenure Committee shall transmit by December 10th its recommendations, together with all supporting documentation and rationale, to the Academic Dean, who in turn shall transmit them to the College President with her recommendations. After deliberation, the Academic Dean and the President shall communicate their agreement or non-agreement to the Rank and Tenure Committee.

(f) In the event that the President and the Academic Dean do not agree with a recommendation made by the Rank and Tenure Committee, the members of the Rank and Tenure Committee shall be invited to present their views in person at a meeting of the Academic Affairs Committee of the Board of Trustees. This will occur before the Academic Affairs Committee brings its final recommendation to the full Board of Trustees.

(g) The President shall recommend to the Board of Trustees all promotions, grants or denial of tenure, sabbatical leaves, and appointments to emeritus status. In the event that the President does not concur in a recommendation of the Committee, she shall notify the Committee at least ten (10) days in advance of the meeting at which the Trustees' decision is to be made. The Chairperson of the Rank and Tenure Committee shall have a right to be heard at this meeting.

The President and the Chairperson of Rank and Tenure will make their presentations with each other present. Only the Academic Dean, President, and Board of Trustees will be present during the portion of the meeting where tenure/promotion recommendations are discussed.

The Board of Trustees shall give particular consideration to the final recommendation of the Committee. In the event that the Board's decision is contrary to the recommendation of the Committee, the Board shall, within twenty (20) days after receipt of said final recommendation, issue a summarization of the rationale therefor. The President on behalf of the College shall set forth in a letter whether the basis for the Trustees' position is financial or otherwise.

(h) When a faculty member, in his/her statement to the Rank and Tenure Committee, alleges that, in reaching its recommendation, the department or department chairperson failed to follow the appropriate evaluation procedures and standards, the Rank and Tenure Committee initially shall determine only whether there is merit to the allegation and not seek to substitute its judgment on the merits of the faculty member for that of the department. If the Rank and Tenure Committee finds that the allegation has merit, it shall request reconsideration by the department and specify the respects in which the department failed to follow the appropriate procedures and standards. Once there has been opportunity to remedy the alleged procedural defect, the case shall be considered on its merits by the Rank and Tenure Committee. However, in no event will any proceedings pursuant to this subsection result in tenure by acquiescence or an additional year's appointment.

(i) In cases of non-reappointment including the denial of tenure, the President shall advise the affected member and the member's department of the recommendation of the Rank and Tenure Committee and of the decision of the Board of Trustees in writing in accordance with A1.5. In all other personnel decisions pursuant to A1.7, the President shall provide such written notice by March 10. The member shall be provided with copies of the recommendation and decision, and copies shall be placed in his/her personnel file.

(j) Specific procedural guidelines for the operation of the Rank and Tenure Committee shall be established by the Committee. They shall be made public, and shall be consistent with College policies and regulations and with the provisions of these Statutes. All members of the Rank and Tenure Committee shall be given timely notice of the meetings.

(k) All deliberations and files of the Rank and Tenure Committee shall be confidential except as otherwise provided in these Statutes.

(1) The files of the Rank and Tenure Committee shall be retained until March 15 of the year following the application. At that time, the Chairperson of the current Rank and Tenure Committee shall inform the applicant of the contents of his/her file. All materials shall be destroyed by the Chairperson of the Rank and Tenure Committee unless the applicant requests by April 15 that the material be retained in the files of the Rank and Tenure Committee.

A1.8 Appointment and Retention of Part-Time Faculty

A1.81 The Department Chairperson shall provide the Academic Dean with a list of individuals eligible and recommended for part-time employment in the department in all sessions (Weekend, Weeklong, Summer) of the College.

A1.82 At the end of each academic year, the performance of all part-time faculty in the Departments is to be reviewed by the Department with the advice of the Department Chairperson. The list of individuals recommended for part-time employment in the Department shall be revised on the basis of this review.

A1.83 Departmental Chairpersons shall seek the advice and aid of the Director of Weekend Sessions or his/her representative in recommending appointments to the Weekend Session Program.

A1.9 Retirement

A1.91 All members of the faculty shall retire at the end of the academic year in which they reach age seventy (70).

A1.92 Provisions of A1.9 shall remain applicable for such period of time as is permissible under applicable law.

A2 REMOVAL OR SUSPENSION OF FACULTY MEMBERS

A2.1 Grounds for Removal or Suspension

Members of the faculty, including those who have tenure, may be suspended or removed for one or more of the following causes:

(a) Incompetent or negligent service.

(b) Demonstrated neglect or unwillingness to perform the duties of an appointment in accordance with the established policies and procedures of the College.

(c) Conduct inconsistent with accepted professional standards.

(d) Medical incapacity.

Standards related to the above causes shall be recommended by a committee composed of the Chairs of Rank and Tenure of the past five (5) years. Standards shall be approved by the President of the College or the Academic Dean by February 1, 1987. In the absence of such recommendations as can be accepted by the President of the College or Academic Dean, dismissal or suspension may proceed nonetheless on the basis of the above causes ("a" through "d").

B1 DEPARTMENTAL GOVERNANCE

B1.1 The Departments

B1.11 Departments consist of all faculty members participating in the teaching of a defined segment of the College curriculum. Such departments shall be responsible for, together with the EPC, the Academic Dean, and the President, the development of appropriate courses of instruction, the recruitment of competent teaching staff, and the academic supervision of students enrolled in departmental courses. In performing these functions, departments shall cooperate with related departments and with College agencies in general in the development and implementation of the College's educational policies.

B1.12 All full-time members of a department, including the Chairperson, shall be involved, together with the EPC, the Academic Dean and the President in the:

(a) Formulation and implementation of policy in the areas of academic programming, departmental budget, future directions of the department, student concerns as they relate to the department, new courses, and course deletions.

(b) Review of department faculty needs, and if replacement or additional staff is needed, framing of requests for such staff, to be transmitted by the department to the Academic Dean.

B1.13 All full-time faculty members of a department shall be evaluated regularly, with the results of the evaluation available to the Academic Dean.

B1.2 Department Chairperson

B1.21 The department chairperson is the delegate of the department.

B1.22 All full-time members of the department for the year in which election will be effective, excluding those persons who are replacements for regular faculty on sabbatical or special leaves, shall be permitted to vote for the chairperson. Notice and ballot shall be provided by the chairperson to a member on leave. If there are fewer than three (3) members, and agreement cannot be reached, the Academic Dean may, after consultation with the AAUP Executive Committee, appoint the Chair.

B1.23 The term of office for department chairpersons shall be for two (2) years. In two-person departments, the chair shall rotate. In any case, a department chairperson shall not serve more than two (2) consecutive terms.

A department may petition the Academic Dean for an exception to the provision for rotation in two-person departments or to the limit to the number of consecutive terms. Such petitions must have the support of more than two-thirds (2/3) of the members of the department. The Academic Dean may grant exemptions for one (1) term at a time.

Election of department chairpersons shall normally take place at the January Planning Workshop and the chairperson shall assume his/her duties July 1. Orientation for new department chairpersons shall be provided jointly by the outgoing chairperson and the Academic Dean.

B1.24 If the chairperson is elected by at least a two-thirds (2/3) majority, the Academic Dean shall approve, except for overriding cause. In those instances where she does not approve, she shall present her reasons in writing to the department. If upon consideration, the department finds such reasons unsatisfactory, the matter shall be appealed to the President.

B1.25 Upon appeal, the President shall promptly summon the Educational Policies Committee (B2.1) to advise her. They shall jointly hear argument of the contesting parties and resolve the disagreement. If a resolution cannot be agreed upon, the President will make the final decision. Such a decision may be overridden only with a two-thirds (2/3) vote of the EPC.

B1.26 The responsibilities of the Chairperson include:

(a) The administrative work of the department, such as correspondence and record-keeping.

(b) The assignment of courses to and arrangement of programs of individual teachers in consultation with the Academic Dean and the Registrar who are responsible for the coordination of the overall academic schedule.

(c) The submission to the Academic Dean no later than two weeks after the end of the Spring Semester of an annual report on the activities of his/her department.

(d) The convocation of departmental meetings no less than two (2) times a semester or when requested by a member of the department. Minutes shall be forwarded to the Academic Dean.

(e) Recommending the addition of new faculty, full-time or part-time.

(f) The preparation of departmental budget with the advice and assistance of departmental colleagues.

(g) The evaluation of tenured faculty members each semester with the open-ended teacher-course evaluation form. Once every three (3) years tenured faculty members shall be evaluated using the quantitative teacher course evaluation form as well as by peer evaluation.

(h) The observation, guidance, and evaluation of the department's probationary and part-time faculty. Probationary and part-time faculty shall be evaluated each semester using both quantitative and open-ended evaluation forms.

(i) The recommendation of appointments, promotions, tenure, sabbaticals, and other leaves of absence.

(j) Submission of departmental syllabi to the Academic Dean's Office and evaluation of course program and personnel of the department when requested by the Academic Dean.

(k) Preparation of new programs when appropriate.

(l) Advisement of majors.

B1.27 At the end of any academic year, the chairperson may be removed only by a two-thirds (2/3) vote of the full-time members of the department.

B1.28 If a chairperson will not be available for meetings scheduled during January or Summer, another member of the department shall be elected to substitute for him/her during January and the Summer.

B1.3 <u>The College Faculty</u>

B1.31 The members of the bargaining unit constitute the College Faculty. They shall be responsible for formulating their own bylaws. Such bylaws shall be consistent with College policies and regulations and with the terms of these Statutes. Such bylaws shall become effective upon their approval by the Board of Trustees. Should the Board disagree with the bylaws proposed by the faculty, the Board, or its designated committee, will explain its reason to the faculty.

B1.32 The College Faculty shall have at least the following standing committees:

(a) The Rank and Tenure Committee (A1.7)
(b) The Elections Committee (B3.2).

B1.33 The College Faculty, the Administration, and the Student Association shall be represented on the Educational Policies Committee and the Planning Committee.

B1.34 With the consent of all the College constituencies, including the Board of Trustees, additional structures for the College governance may be developed, consistent with the terms of these Statutes.

B1.35 The Academic Dean shall call a meeting of the College Faculty at least once a semester. There shall be a meeting of the College Faculty and Administrative Staff at least once a semester. The purpose of such meetings shall be to report on and discuss such college-wide concerns as trends and policies in academic programs, enrollment patterns, future directions and budgetary matters. Faculty members are expected to attend such meetings except when there is a conflict with a teaching schedule.

B1.36 At the beginning of each semester, the Academic Dean shall publish a schedule of the regular meetings for the semester.

B1.37 All faculty and administrators, as well as standing and ad hoc committees of the College shall submit agenda items to the Academic Dean for distribution to the College community at least five (5) days prior to the meetings of the College Faculty and Administrative Staff. The Academic Dean shall prepare an Agenda, including items of his/her own, deciding on the priority of items to be discussed.

B2 COLLEGE GOVERNANCE

B2.1 Educational Policies Committee (EPC)

B2.11 Composition

During the period from September 1, 1986 - August 31, 1987, the following shall be in effect:

(a) The College shall have an Educational Policies Committee composed of 16 members: 10 faculty, 4 students, the Academic Dean, and the Director of the Weekend College or her representative.

(b) The ten (10) faculty members represent five (5) groupings of academic departments. Each of the following departmental groupings elects two (2) faculty members to represent all three (3) departments in the grouping at the Educational Policies Committee. The grouping areas are as follows:

Grouping 1: Art; Business/Economics; Drama/Speech/Communications

Grouping 2: Education; English; History

Grouping 3: Human Ecology; Math/Computer Science; Modern Foreign Languages

Grouping 4: Philosophy/Religious Studies; Physical Education; Politics

Grouping 5: Psychology; Science; Sociology/ Social Work

(c) The students must have completed at least one year at Marymount. Three (3) of the students shall represent the Weeklong Session and be elected by the appropriate body, and one (1) student shall represent the Weekend Session and be elected by the appropriate body.

(d) The EPC shall elect its own chairperson and recording secretary from the faculty at its first meeting of the academic year, which shall take place no later than October 1, and which shall be convened by the Academic Dean.

(e) The Assistant Academic Dean and the Director of Admissions and other administrators shall join the EPC as non-voting members only at the invitation of the chairperson and when issues relevant to their areas are discussed.

(f) Any member of the College community may attend any meeting of the EPC unless the EPC has voted to have a closed meeting.

During the period from September 1, 1987-August 31, 1989, the following shall be in effect:

(a) The College shall have an Educational Policies Committee composed of ten (10) Department Chairs, four (4) students, the Academic Dean, and the Director of the Weekend Session or her representative.

(b) The ten (10) Department Chairs will be elected as follows: two (2) from each of the five (5) departmental interest groupings below:

2 to represent Humanities Departments
2 to represent Social Sciences Departments
2 to represent Pre-professional Departments
2 to represent Sciences and Math Departments
2 to represent Arts Departments

Each shall be elected for a two-year term by a plurality vote of the full-time faculty of the departmental interest group and may be recalled by a two-thirds (2/3) vote. Vote on a recall shall occur on signed petition by one-third (1/3) of the full-time faculty of the departmental interest group.

(c) The students must have completed at least one year at Marymount. Three (3) of the students shall represent the Weeklong Session and be elected by the appropriate body, and one (1) student shall represent the Weekend Session and be elected by the appropriate body.

(d) The EPC shall elect its own chairperson and recording secretary from the faculty at a meeting which shall take place at the January Planning Workshop of the previous academic year.

(e) The Assistant Academic Dean and the Director of Admissions and other administrators shall join the EPC as non-voting members only at the invitation of the chairperson and when issues relevant to their areas are discussed.

(f) Any member of the College community may attend any meeting of the EPC unless the EPC has voted to have a closed meeting.

B2.12 <u>Responsibilities of the Educational Policies Committee (EPC)</u>

(a) Recommend educational policies, including new programs and courses, admission and retention standards and general degree requirements for all divisions of the College. The extension of a program to the Weekend Session or any other division shall require the approval of the Academic Dean.

(b) Recommend changes in existing policy or practice, including requirements for graduation, admission or retention standards, advisement, the modification or elimination of existing departments or courses, or the merger of existing departments.

(c) Within the existing academic budgets, and subject to administrative concurrence, allocate or reallocate teaching lines among the departments, and allocate expense budgets for each department.

(d) Prepare recommendations for the instructional budget for the year ahead, ranking any new programs with added costs in order of priority.

(e) Respond to the need to provide programs and ways of learning on and off campus which help to make Marymount an exciting innovative college.

(f) Establish and oversee the following sub-committees:

(1) Library Committee
(2) Honors Committee
(3) Academic Standing Committee
(4) General Education Committee
(5) Study Abroad Committee
(6) Facilities and Resources Committee
(7) Committee for Academic Computing
(8) Budget Committee

The EPC shall instruct the Elections Committee to proceed with the election of all members of its sub-committees and of faculty members to major college-wide standing committees.

B2.13 Operation of the EPC

(a) The EPC shall meet bi-monthly at an agreed upon time from September through May. Emergency meetings may be called at any time.

(b) The EPC shall have a Steering Committee composed of the chairperson of EPC, one (1) student and two (2) faculty members elected by the entire EPC, and the Academic Dean or her representative. Four (4) members of the Steering Committee will constitute a quorum. The Steering Committee shall normally meet weekly from September through May.

(c) The Steering Committee shall receive proposals sent to the EPC and prepare the agenda for the meetings of the EPC. The Steering Committee shall also receive the reports of all EPC sub-committees.

(d) Proposals submitted to the Steering Committee may come from the following: individual faculty members or administrators, committees, councils, the faculty, individual students and the Student Association. Actions taken by the EPC shall be communicated, with specific reasons, to the originators within five (5) days of the vote.

(e) Robert's Rules of Order shall govern all committee procedures, discussions and voting. The EPC may decide by a two-thirds (2/3) vote to recommend that a proposal be submitted to a majority vote of the entire full-time faculty.

(f) The EPC shall report to the full-time faculty at a meeting at least once a semester.

(g) The President shall have the right to veto all determinations and recommendations of EPC. The President shall provide in writing to the EPC the reasons for his/her disapproval.

(h) Nothing in B2.12 or B2.13 above shall prevent the Trustees or the President, after consultation with the EPC, from implementing programs in any of the areas enumerated in B2.12.

(i) In the event of disagreement between the President and the Committee regarding specific budgetary recommendations (B2.12c and d), the matter shall be resolved at a special meeting of the Board of Trustees (or their designated Committee) at which the Chair of

EPC shall have the right to be heard. The Trustees shall give consideration to the recommendations of the Committee. The decision of the Trustees shall be final.

B2.2 Planning Committee

B2.21 Composition

(a) The Planning Committee shall be composed of the Director of Planning and Information Services, the Academic Dean, the Dean of Students, four (4) faculty and two (2) students. The Director of Planning and Information Services shall chair the committee.

(b) Two (2) faculty members shall be elected by the teaching faculty at large and two (2) by the EPC. The students shall be selected by the Student Association. All elected members shall serve for two (2) years.

B2.22 Functions and Operations

The Planning Committee shall be advisory to the President and shall be concerned with:

(a) Identification of College mission, goals, objectives, and priorities.

(b) Oversight of and coordination of the development of long range plans, with recommendations to the EPC when appropriate.

(c) Assessment of the College's fulfillment of its educational mission and goals, with recommendations for improvement.

(d) Preparation and distribution to the full-time faculty and administration of a summary report each semester.

B3 GOVERNANCE - GENERAL

B3.1 Selection of College Administrators

B3.11 Selection of the President

Three (3) members of the faculty, elected by the faculty, shall serve with others as determined by the Board of Trustees on a committee to advise on the selection of candidates.

B3.12 Selection of the Academic Dean

(a) The composition of the Search and Screening Committee shall be as follows:

Four (4) faculty members elected by the faculty;
Two (2) students selected by the Student Association;
One (1) administrator appointed by the President.

(b) The Committee shall recommend to the President at least three (3) candidates. The Committee shall base its recommendations on criteria established by the President in consultation with the faculty.

B3.13 Selection of the Director of the Library

(a) The composition of the Search and Screening Committee shall be as follows:

Three (3) faculty members elected by the faculty;
Two (2) students selected by the Student Association;
Two (2) members of the administrative staff appointed by the President (including at least one professional librarian).

(b) The Committee shall recommend to the President at least three (3) candidates. The Committee shall base its recommendations on criteria established by the President in consultation with the faculty.

B3.14 Selection of Acting Dean or Acting President

(a) When the College is considering the appointment of an Acting Academic Dean, the College

President shall notify the AAUP President at once and shall solicit nominations.

(b) When the College is considering the appointment of an Acting President, the Chairman of the Board of Trustees shall notify the AAUP President at once. The Board shall appoint a committee which shall include a faculty member appointed by the AAUP Executive Committee. In selecting an Acting President, the Board shall consult with this committee.

B3.2 Faculty Elections

B3.21 The Elections Committee for College elections shall proceed as follows:

(a) The College shall have an Elections Committee consisting of five (5) full-time faculty members.

(b) Elections to the Elections Committee shall take place at the January Planning Workshop.

(c) The term of office for a member of the Elections Committee shall be for two (2) years, for a term beginning the following September.

B3.22 Procedures

The Elections Committee shall conduct elections for all elected faculty positions except as otherwise specified in the Contract and Statutes. The Committee shall formulate bylaws establishing the procedure for conducting elections, subject to the approval of the College and the AAUP.

C1 APPLICATIONS OF THE STATUTES

C1.1 The provisions of these Statutes shall supersede the Academic and Administrative Code (last revised in 1974) in all respects. The prior Code shall henceforth have no application to faculty whatsoever.

C1.2 The Statutes shall become effective upon ratification by members of AAUP and the Board of Trustees of Marymount College.